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CLERK U.S. DISTRICT COURT	
DISTRICT OF ARIZONA	
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Mathias & Brittany Kopitzke
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 Mesa AZ 85209
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**IN UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF ARIZONA**

Mathias & Brittany Kopitzke,
 Plaintiffs,
 v.
 United States Department of Education,
 Defendant(s).

CASE NUMBER: **CV22-01042-PHX-MTL**

COMPLAINT

Jurisdiction

This court has jurisdiction over this matter pursuant to United States Constitution Article III Section 2 §§. The plaintiffs are residents of Mesa, Maricopa County, AZ and citizens of the United States. The defendant, United States Department of Education, is a United States Agency located in Washington, DC. The cause of action arose in the Phoenix division.

Complaint

The United States Department of Education disbursed \$100,798 to Marquette University and Arizona State University for Plaintiffs' tuition and education expenses, creating a debt to the Plaintiffs of \$100,798 plus interest. Plaintiffs have repaid \$68,278.58 of principal, and outstanding principal of the debt as of June 13, 2022 is \$32,519.42. The interest paid on this debt by Plaintiffs as of June 13, 2022, equals \$19,978.57. Outstanding interest on the debt as of June 13, 2022 is \$192.75. Master Promissory Note Section C, Letters D, E, and G, and Number 15, authorize the United States Department of Education to investigate Plaintiffs' credit record and report information about Plaintiffs' loan status to persons and organizations. Per Master Promissory Note, Section E, Governing Law, this debt is governed by the Higher Education Act of 1965, The United States Department of Education's regulations, and other applicable federal laws and regulations. Per Master Promissory Note, Section E, Disclosure of Loan Terms, the amount Plaintiffs are required to repay is equal to the sum of all disbursements made plus any unpaid interest that is capitalized and added to the principal amount. Master Promissory Note, Section E, Legal Notices, states that information about Plaintiffs' loans will be submitted to the National Student Loan Data System. Plaintiffs' debt is serviced by MyGreatLakes.org, and a portion of Plaintiffs' debt that has been repaid was serviced by Marquette University. Plaintiffs assert United States Department of Education has violated United States Constitution Article I Section 10 and United States Constitution Amendment X.

United States Constitution Article I Section 10 states that no State shall make any thing but gold and silver coin a tender in payment of debts. Per the Loan Disclosure Statements, the tender in payment of Plaintiffs' debt to the United States Department of Education is US Dollar, not gold coin and not silver coin.

United States Constitution Amendment X grants powers not delegated to the United States by the Constitution, nor prohibited by it to the States, to the States or to the people. There is no clause in the Constitution granting the United States Department of Education power to issue debt to promote education or pursuit of services offered by academic institutions. Article I Section 8 grants Congress the power to promote the progress of science and useful arts by securing to authors and inventors the exclusive right to their respective writings and inventions for a limited time. Article I Section 8 is specific and does not include issuing debt; therefore, Plaintiffs assert the power to issue debt to promote education or pursuit of services offered by academic institutions is reserved for the States or the people, per the United States Constitution Amendment X.

Demand

Pursuant to United States Constitution Article VI, Plaintiffs seek relief from the United States Department of Education. Plaintiffs request the outstanding principal of \$32,519.42 and outstanding interest of \$192.75, currently serviced by MyGreatLakes.org, be cancelled, and Plaintiffs are no longer obligated to repay any outstanding principal and interest. Plaintiffs request that interest stop accruing on the debt as of June 13, 2022. Plaintiffs request that all loans repaid be cancelled. Plaintiffs request the United States Department of Education repay Plaintiffs \$68,278.58, the amount of principal Plaintiffs have repaid. Plaintiffs request the United States Department of Education repay Plaintiffs \$19,978.57, the amount of interest Plaintiffs have paid on this debt. Plaintiffs request the United States Department of Education delete, remove, and destroy all records and documents pertaining to these loans that may have been created pursuant to Master Promissory Note Section C, Letters D, E, and G, and Number 15, as well as Master Promissory Note Section E, Legal Notices.

Damages: \$120,969.32

Pursuant to the United States Constitution Article 1 Section 10 and the United States Constitution Amendment X, the United States Department of Education has issued invalid and unconstitutional debt to Plaintiffs. Plaintiffs seek restitution of damages incurred resulting from the invalid and unconstitutional debt.

Date: 06/19/2022 06/19/2022


Signature of Pro Se Plaintiffs
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